

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

In re: §
§
COINTERRA, INC., § **Case No. 15-10109-HCM-7**
§
Debtor. §

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

TO THE HONORABLE H. CHRISTOPHER MOTT, UNITED STATES BANKRUPTCY JUDGE:

THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO YOUR INTERESTS.

IF NO TIMELY RESPONSE IS FILED WITHIN 14 DAYS FROM THE DATE OF SERVICE, THE RELIEF REQUESTED HEREIN MAY BE GRANTED WITHOUT A HEARING BEING HELD.

A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE HELD.

COMES NOW, Fortis Advisors LLC, as Collateral Agent for the ratable benefit of the Lenders under certain Transaction Documents as defined in the Cointerra, Inc. Security and Pledge Agreement¹ and other applicable Transaction Documents (“**Collateral Agent**” or “**Movant**”), the representative of secured creditors in the above captioned and numbered case, and files this *Motion for Relief from the Automatic Stay* and in support thereof, would respectfully show as follows:

¹ Any capitalized terms not defined herein are as defined in the Cointerra, Inc. Security and Pledge Agreement, the Collateral Agent Agreement and multiple Secured Convertible Notes all dated August 1, 2014.

Jurisdiction

1. This Court has jurisdiction over this matter under 28 U.S.C. §§ 1334 and 157.

This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(G). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The basis for the relief requested herein is grounded in 11 U.S.C. 362(d).

Background

3. On January 24, 2015 (“**Petition Date**”), Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code.

4. On August 14, 2014, but effective as of August 1, 2014, Movant, for the ratable benefit of the Lenders, entered into numerous agreements with Debtor, including: a) Collateral Agent Agreement; b) Secured Convertible Note Purchase Agreement; c) Security and Pledge Agreement; d) Intellectual Property Security Agreement; e) Guarantee, Pledge and Security Agreement; and f) Deposit Account Control Agreement.

5. On August 4, 2014, Movant filed its UCC-1 with the Delaware Secretary of State, perfecting its security interest in virtually every asset of the Debtor (save specifically for those which are subject to Future Electronics’ prior filed PMSI as to specific equipment and inventory, among other things). The Deposit Account Control Agreement was executed by and between the Collateral Agent and Bank of America, N.A. and was executed on October 15, 2014.

6. As of the Petition Date, Debtor owed Movant for the ratable benefit of the Lenders, \$4,560,154.66.

7. The Collateral Agent filed its proof of claim which contains copies of all of the referenced documents on March 18, 2015, as Claim #44 (the “**Collateral Agent’s POC**”). Additionally, the referenced Affidavit of Rick Fink, the CEO and Managing Director of the

Collateral, attached hereto as Exhibit “A” and incorporated herein, includes a true and correct copy of the Collateral Agent’s POC where those referenced documents are arranged in the order noted above, with the UCC-1 Financing Statement being the last document.

Grounds for Relief

8. The Court should lift the automatic stay pursuant to 11 U.S.C. §362(d)(2).

9. As noted in the Collateral Agent’s Affidavit, the Movant asserts that the Estate retains no equity in any of the collateral to which the Movant’s liens attach and the Debtor is not reorganizing. Therefore, under 11 U.S.C. §362(d)(2(A) and (B), the Automatic Stay should be lifted and Movant should be allowed to foreclose its security interest in the collateral.

Relief Requested

10. Movant seeks to foreclose its perfected security interest in all the applicable assets of the Debtor to which its security interests attach, including, but not limited to: i) 4000+ machines owned by the Debtor held at various locations (server farms) throughout the United States; ii) the \$50,000.00 sum held by Fortis on behalf of the Debtor pursuant to the Collateral Agent Agreement; iii) approximately \$20,000.00 in funds held in a control account at Bank of America as of the Petition Date; iv) deposits with the Texas Comptroller of Accounts; v) furniture, fixtures, computers, monitors and other items all as referenced in the Debtor’s Schedule B; vi) all intellectual property including but not limited to what is referenced in the Debtor’s Schedule B; and vii) masks/molds for production of specific ASIC chips. A list of Movant’s collateral types is also detailed in the Debtor’s filed Schedule B (again, save specifically for those which are subject to Future Electronics’ prior filed PMSI as to specific equipment and inventory, among other things) (collectively the “**Movant’s Collateral**”).

WHEREFORE, PREMISES CONSIDERED, Movant prays that the Court lift the automatic stay to permit it to exercise any and all of the applicable state law remedies it has with regard to foreclosing on the Movant's Collateral and for such other and further relief, at law and in equity, to which it may be entitled.

Respectfully submitted by:

/s/ E. P. Keiffer

E. P. Keiffer (TX Bar No. 11181700)
WRIGHT GINSBERG BRUSILOW P.C.
325 North St. Paul Street, Suite 4150
Dallas, Texas 75201
Telephone: (214) 651-6500
Facsimile: (214) 744-2615
Email: pkeiffer@wgblawfirm.com

**ATTORNEYS FOR FORTIS ADVISORS
LLC, COLLATERAL AGENT**

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing *Motion for Relief from the Automatic Stay* of Fortis Advisors LLC, as Collateral Agent for the ratable benefit of the Lenders under certain Transaction Documents, was served on March 19, 2015, to the parties listed below by the Court's ECF noticing System or by First Class Mail, postage prepaid.

Lynn Saarinen
BARRON & NEWBURGER, P.C.
1212 Guadalupe, Suite 104
Austin, Texas 78701

Cointerra, Inc.
11130 Jollyville Road, Suite 303
Austin, TX 78759

Timothy Davidson
600 Travis, Suite 4200
Houston, TX 77002

Randolph Osherow
342 W. Woodlawn, Suite 100
San Antonio, TX 78212

Office of the U.S. Trustee
903 San Jacinto Blvd., Room 230
Austin, TX 78701

Automated Circuit Design
1250 American Pkwy.
Richardson, TX 75081

/s/ E. P. Keiffer
E. P. Keiffer